



**CITY OF  
GALLUP**

City of Gallup, New Mexico  
Purchasing Division  
P.O. Box 1270  
Gallup, New Mexico 87305-1270  
Office: (505) 863-1232  
Fax: (505) 722-5133  
[gallupnm.gov/purchasing](http://gallupnm.gov/purchasing)

**INVITATION TO BID  
FORMAL BID NO NO. 1310**

**RENTAL & SERVICE OF PORTABLE TOILETS  
MULTI - TERM CONTRACT**

ISSUE DATE: June 3, 2013  
BID OPENING DATE: June 19, 2013  
BID OPENING TIME: 2:00 p.m. Local Time

**Notes:**

Vendor Name  
Vendor Address

F.O.B. Point : Destination

Payment Terms: Net 30, unless otherwise stated

Quantities may be increased or decreased  
within reasonable amounts

## ACKNOWLEDGMENT OF RECEIPT OF BID

Formal Bid No. 1310

### RENTAL & SERVICE OF PORTABLE TOILETS

In acknowledgment of receipt of this BID the undersigned agrees that they have received a complete copy of this Bid consisting of twenty-one (20) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on June 11, 2013. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all bidder written questions and the City's written responses to those questions as well as Bid Amendments, if any are issued.**

FIRM **DOES** **DOES NOT** (Circle one) intend to respond to this Formal Bid.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE : \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

The above name and address will be used for all correspondence related to the Formal Bid.

Return this form by fax or email to: City of Gallup Purchasing Department  
Ronald M. Caviggia  
P.O. Box 1270  
Gallup, New Mexico 87305  
(505) 863-1235  
(505) 722-5133 Fax  
Email: [rcaviggia@ci.gallup.nm.us](mailto:rcaviggia@ci.gallup.nm.us)

**Please return this form no later than June 11, 2013**

## GENERAL CONDITIONS

### FORMAL BID NO. 1310

**SEALED BIDS:** All bids must be submitted in a sealed envelope and shall not be opened and considered if they are not received at the City of Gallup Purchasing Department, Municipal Building, 110 West Aztec, Gallup, New Mexico 87301 (mailing address: City of Gallup Purchasing Department; Municipal Building; P.O. Box 1270; Gallup, New Mexico 87305) prior to the time specified for the Bid Opening. All sealed bids must be submitted on the Bid Document Originals or Forms, or reasonable facsimile, furnished by the City of Gallup. All bids must be signed by a responsible and authorized person for the bidding firm. Each bidder must also fill-in areas for Delivery Date and Payment Terms; failure to do so may result in disqualification of their respective bid. NOTE: Fax or electronically transmitted Bids are NOT accepted on the City of Gallup **Formal Bids**. Bids submitted after the Bid Opening date and time will not be considered and will be returned unopened. Bids will be opened in the Purchasing Department Conference Room.

#### Physical Address

City of Gallup Municipal Building  
Purchasing Department  
110 West Aztec  
Gallup, NM 87301

#### Mailing Address

City of Gallup Municipal Building  
Purchasing Department  
P.O. Box 1270  
Gallup, NM 87305

**BID OPENING DATE AND TIME:** Bids shall be received until June 19, 2013 at 2:00 P.M. local time.

**MAILING:** Bidder to utilize the City's self-addressed label on their return mailing envelope or package. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note bid number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the Bid is misplaced or lost.

**Please return two sets of the Invitation to Bid packages to the Purchasing Department, the original and a photo copy.**

**SPECIFICATIONS:** Specifications, as included in this Bid, are intended to indicate the requirements of the City of Gallup and give an accurate description of minimum standards acceptable. All items equal or equivalent to these requirements and standards will be considered, except where otherwise noted.

**MINOR DEVIATIONS OR IRREGULARITIES:** The City reserves the right to accept **minor** modifications to or deviations from any specification, except where otherwise noted, as long as the proposed material meets the intent of the specifications. The City will be the sole entity to determine the acceptance or non-acceptance of any such modifications or deviations.

**EQUIVALENTS:** Equals or equivalents to these specifications will be considered provided Bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications, unless the specifications state that no substitutions or equivalents are allowed. Failure to submit sufficient data/literature to allow a thorough evaluation of your bid may be cause for rejection of your bid. Therefore, include copies of all pertinent data, specifications, or descriptive literature. The City will be the sole entity to determine the acceptance or non-acceptance of any modifications or deviations. The acceptance or rejection of equivalents shall be determined solely by the City of Gallup.

**MODIFICATIONS:** The City reserves the right to accept **minor** modifications to or deviations from any specification, except where otherwise noted, as long as the proposed material meets the intent of the

specifications. The City will be the sole entity to determine the acceptance or non-acceptance of any modifications or deviations.

**BRAND NAMES:** Where a product or brand name is indicated in the specifications, it shall mean "minimum acceptable level or minimum quality required" by the City unless the specifications state that no substitutions or equivalents are allowed. If the Bidder is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data and literature provided to permit a thorough evaluation. Failure to provide appropriate information may result in disqualification of the offer.

Bidders must state the brand name and model being bid and provide proof that the merchandise bid is **equal or equivalent** to the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule.

**FORMS COMPLETION:** Bidders to indicate compliance or exception to specifications. Exceptions to the specifications shall be listed and fully explained on a separate page entitled Aexceptions to specifications. The exceptions shall refer to the specification page and paragraph number the nature of each exception should be described in as much detail as necessary. Failure to do so may be reason to reject your bid.

**STANDARD OF QUALITY:** The similarity to any brand name is for the purpose of describing a standard of quality, performance and characteristics desired and not intended to limit or restrict competition. Bidders must state the brand name and model being bid and provide proof that the merchandise bid is **equal or equivalent** to the specifications. The City shall be the sole entity to determine acceptance or non-acceptance of equivalents.

**COMPETENCY OF BIDDER:** Bids will be considered only from firms which are regularly engaged in providing the type of materials described in the bid and who can provide evidence that they have established a satisfactory record of performance to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate City staff.

**DELIVERY:** Will be an important part in awarding the Bid. If a vendor breaches his contract by failing to deliver according to the time specified in the bid, the City of Gallup reserves the right to cancel the contract and to recover from the vendor any damages it suffers because of said breach.

**NON-CONFORMING MATERIAL:** If the City of Gallup issues a Purchase Order and upon receipt the material does not meet the Specifications, the City will return the material Freight Collect, and at its option cancel the order and recover from the vendor any damages suffered.

**BILLING:** All goods or services must be billed to the City of Gallup and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with your quotation, notify the Purchasing Department immediately.

**PAYMENT OR ACCEPTANCE NOT CONCLUSIVE:** Vendor will supply the City with invoice for payment. No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the City, nor conclusive, should it subsequently develop the Bidder has furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the City shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.

**F.O.B. POINT:** All material shall be quoted F.O.B. **DESTINATION**, Freight Prepaid and Allowed. Bidders are cautioned that quoting material other than F.O.B. Destination may result in a finding of their bids as Non-responsive. City of Gallup Ordinances and State Law do not allow the City to own tangible goods or for services prior to receiving if said good or prior to service being rendered. All price(s) bid shall be Freight Prepaid, freight included in prices. The City of Gallup will not pay separately stated freight charges.

**PRICE TERMS:** Bidder agrees that the prices bid shall remain in effect for 30 days from the date of the Bid Opening and subject to acceptance by the City of Gallup within that period. Acceptance period may be extended with the mutual agreement of the City and the Bidder.

**PERMITS AND LICENSES:** Contractor shall be licensed for the work required, and shall obtain all necessary permits and additional licenses required, and pay any fees. Bidders are notified that a City of Gallup business license is required.

**CANCELLATION:** The City reserves the right to cancel any contract resulting from this request for convenience by giving written notice to the vendor. The City shall be liable to the vendor for any services provided or material ordered and accepted prior to termination.

If the vendor fails to fulfill any obligation resulting from this contract in a timely and responsive manner, or if the vendor violates any of the terms of this contract, the City shall have the right to cancel the contract by giving written notice of cancellation to the vendor and recover from the vendor any damages resulting from vendor's failure to perform.

**LOCAL AND RESIDENT PREFERENCE:** In accordance with City Ordinance, a local preference may be afforded a bidder who qualifies as a City of Gallup resident business as defined by the City of Gallup Procurement Ordinance. Preference factors can be accessed at :  
<http://www.sterlingcodifiers.com/NM/Gallup/index.htm>

The State of New Mexico and the City of Gallup also grant a preference for qualified New Mexico Resident Businesses or Resident Veterans Businesses certified by the State of New Mexico Department of Taxation and Revenue, in accordance with Sections 13-1-21 to 13-1-22 NMSA 1978 . **You must furnish a copy of your State of New Mexico Resident Business or Resident Veterans Business Certificate with your bid to be considered for the in-state preference.** For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to download applications, go to: [www.tax.newmexico.gov](http://www.tax.newmexico.gov) , select "Forms and Publications" and click on "Recently Updated".

The applicable City of Gallup Resident Business preference or State of New Mexico Resident Bidder's or Veteran's Preference will be factored into bid prices where applicable. However, preferences are not cumulative and a bidder will receive only one preference

**AMENDMENTS:** If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, offerors are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Purchasing Office. For a determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

**CONTACT INFORMATION:** Questions or clarifications regarding any phase of this solicitation, including specifications, shall be directed to Ronald Caviggia, Purchasing Agent, P.O. Box 1270, Gallup, New Mexico 87305; Telephone: (505)863-1235; Facsimile: (505)722-5133; Email: [rcaviggia@ci.gallup.nm.us](mailto:rcaviggia@ci.gallup.nm.us) , who shall be the sole point of contact for this bid. Questions submitted less than 7 days prior to bid opening, or after June 12, 2013 may not be addressed

**PROTESTS:** Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto.

**TOTAL ALL OR NONE:** Material and Services on this Bid will be on a Total All or None basis where indicated. If no responsive all or none offers are received, the City reserves the right to award the Bid in whatever it deems to be in its best interest.

**AWARD:** The award, if made, shall be made to the lowest responsible Bidder submitting a responsive Bid, that is most advantageous to the public.

The City reserves the right to reject any or all Bids. Bids may be rejected for, among other reasons:

- Bids containing any irregularities.
- Unbalanced value of any items.
- Reason for believing collusion exists among the Bidders.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract; or within the past three years been formally debarred in the State of New Mexico or any other jurisdiction; or whose license has been suspended or revoked by the appropriate licensing authority
- Lack of responsibility as may be revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

**PROCUREMENT CODE VIOLATIONS:** The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

THE CITY OF GALLUP RESERVES THE RIGHT TO CANCEL THE BID, OR REJECT ANY OR ALL BIDS IN WHOLE OR IN PART, TO WAIVE TECHNICALITIES AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE CITY.

## SUPPLEMENTAL TERMS AND CONDITIONS

FORMAL BID NO. 1310

**ELECTRONIC COMMUNICATIONS:** Communications regarding this procurement, including issuance of any amendments, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the Bid whether by fax or other electronic means are not acceptable as noted in the General Conditions.

**UNIT PRICES:** Typographical errors, errors in extending unit prices, arithmetic errors or errors clearly evident on the face of the bid document may be corrected in accordance with the Procurement Ordinance and Procurement Regulations. Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices as unit prices cannot be corrected.

**TAXES:** All bid prices shall be quoted EXCLUSIVE of taxes.

**CONTRACT TERM:** This is an multi-term indefinite quantity contract of four (4) years duration from date of acceptance through June 30, 2017 unless sooner terminated in accordance with the terms of this bid. If the lowest qualified bidder is unable to fulfill an order the City reserves the right to cancel the request and order from the next lowest bidder.

**QUANTITIES:** This is an indefinite quantity contract from which the City may place orders on an as needed basis. Quantities listed are estimates of the City's needs on an annual basis. Actual usage may vary. The City does not guarantee the purchase of any specific minimum quantities, nor may any material be shipped or delivered without a valid purchase order number issued by the City.

**ESCALATION CLAUSE:** An Escalation Clause is used as part of the Bid Proposal in accordance with the terms of the Escalation Clause on **Page 9** of this bid.

**EXISTING AGREEMENT:** Under the terms and conditions of this Bid all public bodies allowed by law may procure the supplies or services under this Bid as described herein. The terms and conditions of this Bid shall form a part of each order issued herein. Each public body shall be responsible for their own orders and the City of Gallup accepts no responsibility for other entities.

**ACKNOWLEDGEMENT OF RECEIPT:** The Acknowledgment of Receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on June 11, 2013. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all written questions and the City's written responses to those questions as well as copies of Amendments, if any are issued.**

**BID DOCUMENTS:** Bid documents may be retrieved by accessing the Purchasing page of the City of Gallup website, [www.gallupnm.gov/purchasing](http://www.gallupnm.gov/purchasing), by calling (505) 863-1232 or visiting the Central Purchasing Office at 110 West Aztec, Gallup, NM 87301.

The City of Gallup will notify vendors of record of amendments/addenda that are issued. If you are not a vendor of record for the solicitation, or if you have downloaded a copy of a solicitation from our website it shall be your responsibility to check our website frequently for copies of any addenda/amendments or correspondence concerning the solicitation. Failure to acknowledge all addenda could result in rejection of your bid/proposal as non-responsive. In the case of an inconsistency between information on this site and the Purchasing file document, the file document shall prevail.

## **NOTICE TO BIDDERS**

As of October 5, 2011 applications for Resident New Mexico in-state bidders will no longer be processed through the State Purchasing Division. All resident business and contractors will have to obtain a new preference number with the New Mexico Department of Taxation and Revenue as of January 1, 2012.

**It will be the sole responsibility of the Bidders requesting consideration for the New Mexico Resident Bidders Preference to obtain approval and a certification from the New Mexico Department of Taxation & Revenue prior to the bid opening date. You must furnish a copy of the Resident Bidders Certificate with your bid in order to be considered for the in-state preference.**

**As of July 1, 2012 a New Mexico Resident Veteran's Business preference number may be obtained from the New Mexico Department Taxation and Revenue Department. In order to be considered for the New Mexico Veteran's Contractor preference a copy of the Certificate must be included with your bid as per Sections 13-1-22 (A) NMSA 1978.**

For additional information please call 505-827-0951, or to download applications log on at: [WWW.TAX.NEWMEXICO.GOV](http://WWW.TAX.NEWMEXICO.GOV) , select "Forms and Publications" and click on "Recently updated".



CITY OF GALLUP  
FORMAL BID NO. 1310

**ESCALATION CLAUSE**

Price escalations may be considered only under the following conditions:

- A. . Offered prices must be firm for at least ninety (90) calendar days after written notification of contract.
- B. All requests for price increases shall be in writing and accompanied by:
  - 1.) a letter from the Contractor's supplier certifying the price increase to the Contractor; or
  - 2) evidence of verifiable market conditions resulting in increased costs such as mandated labor rate increases and significant fuel or energy cost increases.
- C. All invoices of the offered items, from suppliers to the Offeror, shall be subject to auditing by the City and furnished without delay upon request.
- D. The City reserves the right to purchase on the open market or cancel a contract resulting from this request and solicit a new contract if the escalated price is above the current open market price for the same item. Cancellation of the contract shall not affect any outstanding orders.
- E. All revisions of the price list shall become effective when they are accepted by the Purchasing Office of the City, provided that they do not conflict with paragraph (F) or (G).
- F. All approved price changes resulting from this escalation clause shall be firm for a period of ninety (90) calendar days after acceptance in writing from the City.
- G. The Offeror shall be limited to a maximum of two (2) price escalations per contract period unless otherwise specified in this request.
- H. The Offeror shall provide to the City written notice of any requested price changes, which shall become effective upon acceptance by the City of Gallup Purchasing Office.
- I. If the Offeror receives any price de-escalations from the supplier of goods sold to the City through a contract resulting from this request, the Offeror is responsible for notifying the City of such de-escalations, and passing those price changes on to the City immediately.

CITY OF GALLUP  
FORMAL BID NO. 1310

**ADDITIONAL TERMS AND CONDITIONS**

1. GENERAL. When the City of Gallup Purchasing Department issues a purchase document in response to the Vendors bid, a binding contract is created.

2. FORM OF SUBMISSION. Bid Offers shall be made on Bid Offer Forms, or reasonable facsimilies, furnished by City of Gallup. Bidders are requested to provide one (1) original and one (1) copy of the Bid. The outside package should identify the Project Name, Bid Number, Bid Opening Date and Name of Bidder. Any costs associated with a bid submission shall be borne by the bidder. The City will not be liable for any costs incurred by the bidder in responding to this solicitation.

3. DEBARRED OR SUSPENDED CONTRACTORS. A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of .13-1-177 through .13-1-180, and .13-4-11 through .13-4-17 NMSA 1978 as amended, shall not be permitted to do business with City of Gallup and shall not be considered for award of the contract during the period for which it is debarred or suspended.

4. ASSIGNMENT.

A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as expressly authorized in writing by the City of Gallup Procurement Administrator. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City of Gallup as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City of Gallup.

5. DISCOUNTS. Except in the case of tie bids, prompt payment discounts will not be considered in computing the low bid. Discounts for payment will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.

6. INSPECTION. Final inspection and acceptance will be made at the site. Goods rejected at the site for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.

7. INSPECTION OF PLANT. The City of Gallup Procurement Administrator may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. LIABILITY. The Vendor agrees that City of Gallup shall not be held liable for any costs incurred in preparation of this bid.

**9. The bid prices shall exclude all taxes. Wherever requested in bid response, Vendor shall submit taxes on total bid as a separate unit item. Bids shall be awarded on unit price without regard of tax.**

10. DEFAULT. The City of Gallup reserves the right to cancel all or any part of this order without cost to the City of Gallup, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess costs if failure to perform the order arises out of causes beyond the

control and without the fault or negligence of the Vendor, such causes include but are not restricted to acts of God or the public enemy, acts of the State or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of the above, unless the City of Gallup shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule. The rights and remedies of the City of Gallup provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

11. NON-COLLUSION. In, signing this bid, the Vendor certifies that he/she has not, either directly or indirectly, entered into any action in constraint of free competitive bidding in connection with this proposal submitted to the City of Gallup Procurement Administrator.

12. NON-DISCRIMINATION. Vendors doing business with City of Gallup must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev.,1979), and the Americans Disabilities Act of 1990. (Public Law 101-336).

13. METHOD OF AWARD. A contract will be awarded to a single bidder based on pricing and compliance with the specifications and requirements. City of Gallup reserves the right to waive irregularities, reject offers in whole or in part, and award this Bid in the best interest of the City of Gallup.

14. RIGHT TO DISCONTINUE PROCUREMENT. The City of Gallup reserves the right to cancel this INVITATION TO BID at any time, and to reject any or all bids, or otherwise to proceed in the best interests of the City of Gallup. This in no manner obligates the City of Gallup or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

15. F.O.B. POINT: All material shall be quoted F.O.B. DESTINATION, Freight Prepaid. Bidders are cautioned that quoting material other than F.O.B. Destination may result in a finding of their bids as Non-responsive. City of Gallup Ordinances and State Law do not allow the City to own tangible goods or for services prior to receiving if said good or prior to service being rendered. All price(s) bid shall be Freight Prepaid, freight included in prices. The City of Gallup will not pay separately stated freight charges.

16. LATE BIDS. Any bid received after the specified time and date will be declared a "Late Bid" and will NOT be considered.

17. SPECIAL INSTRUCTIONS. A. To preclude possible errors and/or misinterpretations, bid prices must be affixed LEGIBLY in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.

A. Bidders shall hold their bid pricing for thirty (30) days after bid opening.

18. EXISTING AGREEMENT. Under the terms and conditions of this Bid all public bodies allowed by law may procure the supplies or services under this Bid as described herein. The terms and conditions of this Bid shall form a part of each order issued herein, but each public body shall be responsible for their own orders.

## **SPECIAL TERMS AND CONDITIONS:**

### **1A. LAWS / CODES / STANDARDS / REGULATIONS:**

Contractor will be responsible for complying with all applicable local, state and federal regulations regarding transportation of materials, as well as all fees, permits and/or authorization required for delivery. Contractor will

provide all supervision of employees required and be responsible for maintenance, insurance, mileage, fuel, permits, licenses, etc. required for the operation of the vehicles or equipment used for transportation. These requirements and all associated costs for providing the services shall be included in the bid price.

Equipment and services supplied under this solicitation shall meet and comply with all current applicable Federal, State, and local laws, codes, standards, and regulations, and applicable industry safety standards and requirements.

The Contractor shall be properly licensed and qualified to furnish services and to perform the required work under applicable licensing statutes of the State of New Mexico and other applicable regulatory agencies. Contractor shall comply with all applicable Federal, State and local government codes, laws, regulations, and requirements in the performance of the work described herein.

#### 1B. INDEPENDENT CONTRACTOR.

The bidder awarded a agreement under this solicitation is an independent contractor and shall perform its obligations under this agreement, as it deems necessary and appropriate. The successful Contractor and its officers, directors, agents and employees, are independent contractors performing services for the City of Gallup and are not employees of the City of Gallup. The successful Contractor, and its officers, directors, agents, and employees, shall not accrue leave, retirement, insurance bonding, use of City of Gallup vehicles or any other benefits afforded to employees of the City of Gallup. The successful Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.

#### 1C. INDEMNITY.

The Contractor agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the City of Gallup, its Elected Officials, Agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Contractor, its officers, directors, employees or agents or arising in any way from this agreement or the Contractor's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the City of Gallup, or the agents or employees of the City of Gallup, or the giving of or the failure to give directions or instructions by the City of Gallup, or the agents or employees of the City of Gallup, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

#### 1D. TERMINATION OF CONTRACT:

In the event of a breach on any provision of the Agreement, the City of Gallup shall notify the Contractor of the fault within a reasonable time. If the Contractor fails to cure the breach or make other arrangements satisfactory to the City of Gallup, the City of Gallup may immediately terminate the Price Agreement or take other steps, as it deems necessary. Safety related items must be corrected within twenty-four (24) hours. The Contractor shall pay the City of Gallup all costs and expenses, including reasonable attorney's fees incurred by the City of Gallup, in exercising any of its rights or remedies in connection with enforcement of the Agreement.

The City of Gallup may terminate this Agreement for Convenience at any time, without penalty of any kind, by giving notice in writing to the Contractor. Said termination shall not nullify any payments due contractor for costs and work completed incurred through the date of termination.

#### 1E APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

#### 1F. GOVERNING LAW.

The contract awarded to a Contractor as a result of this solicitation shall be governed in accordance with the laws of the State of New Mexico and the City of Gallup Ordinances.

## Resident Veterans Preference Certification

Formal Bid No. 1310

(This Form Must be submitted with your bid if you are certified as a New Mexico Resident Veterans business)

\_\_\_\_\_(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

### Please check one box only

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22, NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
Date

\*Must be an authorized signatory for the Business

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

CITY OF GALLUP  
SCOPE OF WORK  
FORMAL BID NO. 1310

**I. INTRODUCTION**

A. The City of Gallup is Soliciting service for portable chemical toilets at various City facilities. This is an multi-term indefinite contract of four (4) years duration thru June 30, 2017 unless sooner terminated in accordance with the terms and conditions of this bid. Contractor to provide portable chemical toilets, and service on rental and City owned units. Service to be provided twice weekly at, but not limited to, the locations listed. Contractor to be notified to deliver and/or service units within forty-eight hours (48) of being notified. Contractor to be notified in advance of special events that may require additional units or special service requirements. Quantities listed are estimates only and actual quantities may vary. Locations may be added or deleted as required by the City. Anticipated locations are as follows:

TDFL Field  
Playground of Dreams  
Skate Park  
Veterans Memorial Park  
Memory Lane  
Bubany Park  
Father Dunstan Park

**II. UNITS**

A. Each portable toilet shall display a record of service clearly identifying personnel performing service and date of service. Contractor to affix record to City owned units.

B. Units to be provided shall be regular and/or handicapped, with any price differences indicated in the bid.

C. Each unit shall be equipped with a working lock system, occupied/vacant indicator, tissue paper holder that is firmly attached to the unit per manufactures specification, seat cover shall be hinged and in working order. Equipment shall clean, free of defects and be in working order.

D. Each unit shall be equipped with standard equipment or the manufacturer's replacements parts. Units with altered or non-conforming replacement parts will not be accepted (i.e., eye and hook as replacement for locking mechanism).

E. Minor repairs of units will be made on site when possible. Contractor to repair units within twenty-four (24) of being notified of necessary repairs. Any unit which cannot be repaired on site must be exchanged within twenty-four hours (24 hrs.).

F. Units which have been overturned shall be righted by the Contractor at no charge to the City.

G. The City assumes no insurance liability for theft, vandalism, maintenance or repair. Units damaged shall be the responsibility of the Contractor.

**III. SERVICE**

A. Services schedule to be mutually agreed upon between the City and the Contractor and is subject to change based upon usage.

- B. Service to be performed by trained employees using modern, clean tank trucks with all valves, joints, pipe connections, watertight at all times to prevent leakage. Complete service to be provided as requested at time of order (i.e., one time service, twice weekly, additional, etc.)
- C. Units shall be recharged with fresh chemical solution. This chemical solution shall be capable of eliminating and controlling odors while the unit is in service at temperatures up to 100 Degrees Fahrenheit. The chemical solution shall have no flash point, to be non-corrosive, Non-vapor irritating to skin and eyes, low or non-foaming, alkali free. Chemical to be non-irritating and pleasant.
- D. The units shall be thoroughly cleaned and scrubbed. The toilet seat and urinal area shall be completely disinfected. Contractor shall insure that toilet tissue is replaced in all units at the time of service.
- E. Contractor is responsible for the disposal of contents. Disposal on contents shall be in accordance with Local, State, and Federal laws.

#### **IV. SAFETY**

- A. No chemical or product shall be used in any manner inconsistent with its labeling.
- B. MSDS sheets shall be supplies to the using department for all chemical applied.

#### **V. RESPONSIBILITIES**

- A. The Contractor is fully responsible for complying with all applicable Federal, State and Local laws and regulations as they relate to this service.
- B. Contractor shall possess any required licenses and certifications.
- C. All personnel utilized by the Contractor in the performance of this agreement shall be properly trained, and fully comply with any regulatory requirements.
- D. The Contractor is responsible for any and all damage to units.

#### **VI. LOCATIONS**

- A. The locations are described in the bid documents. Bidders not familiar with the location or schedule a site visit, please contact Ronald Caviggia, Purchasing Director, at the Purchasing Department.
- B. The City reserves the right to add or remove locations as needed in various locations within the City of Gallup corporate limits.

#### **VII. INSURANCE**

- A. Contractors are required to submit proof of insurance prior to award of the bid, including general commercial liability and commercial automobile liability; and Workmen's Compensation Insurance as required by law. Insurance shall be furnished in the amounts specified in the New Mexico Tort Claims Act or as follows:

\$1,000,000 Combined Single Limit  
Workmen's Compensation as required by Statute

The City of Gallup shall be named as additional insured on the commercial liability policies.



B. Contractor agrees to indemnify and hold harmless the City of Gallup, its elected officials and employees against liability, claims, damages, losses or expenses arising out of bodily injury to persons or property damaged caused by or resulting from the Contractor's and/or its employees own negligent acts or omissions while Contractor and/or its employees perform or fail to perform its obligation and duties under the term of this agreement.

## **VIII. PAYMENT**

A. Payment will be made on a monthly basis within thirty (30) working days after receipt of itemized invoices from the Contractor.

B. New Mexico Gross Receipts Tax (NMGRT) shall be listed on the invoice as a separate line item. The City shall be responsible for NMGRT, but taxes will not be a factor in award.

## **IX. CORRESPONDENCE**

A. All correspondence shall be addressed to the Contract Manager:

1. Mailing Address:  
City of Gallup  
Purchasing Department  
Attention: Ronald Caviggia, Purchasing Director  
P.O. Box 1270  
Gallup, New Mexico 87305-1270

Project Contact: Vince Alonzo, Parks and Recreation Director

2. Physical Address:  
Purchasing Department  
110 West Aztec  
Gallup, New Mexico 87301
3. Telephone Number: (505) 863 - 1235
4. Facsimile Number: (505) 722 - 5133

**CITY OF GALLUP**  
**Cost Proposal**  
**Formal Bid No. 1310**

Item No.	Description	Unit	Quantity	Unit Price	Amount
1.	Monthly Rental of Portable Toilet(s) (includes delivery, setup, pickup and cleaning twice a week)	Each	20	\$ _____	\$ _____
2.	Monthly Rental Handicap Portable Toilets (includes delivery, setup, pickup and cleaning once a week)	Each	4	\$ _____	\$ _____
3.	Daily Rental of Portable Toilet(s) (includes delivery, setup, pickup)**	Each	15	\$ _____	\$ _____
4.	Daily Rental of Handicap Portable Toilet(s)*** (Includes delivery, setup, pickup)	Each	5	\$ _____	\$ _____
5.	Extra cleaning Charge per Portable Toilet (Service more than twice a week)	Each	4	\$ _____	\$ _____
6.	Additional Service of unit(s), Saturday, Sunday or Legal Holidays	Each	2	\$ _____	\$ _____
<b>TOTAL ALL OR NONE ITEMS 1 - 6</b>					\$ _____
<b>(Exclusive of Taxes)</b>					
Option	Service Charge to Locations <b><u>Out Of City Limits</u></b> in McKinley County (Delivery, Pickup, Servicing). NOTE: This Option will NOT be a factor in the award of the bid.	Per Mile		\$ _____	

**TAXES:** All bid prices shall exclude taxes. The City will pay any applicable taxes due at the applicable tax rate based upon billing submitted by the Vendor. Taxes shall be shown as a separate line item on Vendor's invoices. The City is non-taxable on tangible goods.

Contractor Name: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

F.O.B.: **DESTINATION**

Delivery ARO: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signed By: \_\_\_\_\_

Name Printed or Typed

\_\_\_\_\_

Signature

**AMENDMENTS: BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMMENDMENTS:**

AMENDMENT No. \_\_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_

AMENDMENT No. \_\_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_

AMENDMENT No. \_\_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_

AMENDMENT No. \_\_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_

AMENDMENT No. \_\_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_

AMENDMENT No. \_\_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_

Failure to acknowledge receipt as provided above may be sufficient grounds for disqualification of the bidder and rejection of his proposal. It shall be the contractor's responsibility to become fully advised of all addenda prior to submitting a bid.

**Bidder's Checklist of Submittal Documents**

**-Resident Veterans Certification form (if Applicable), Page 14**

**-Bidders MUST include a Copy of their New Mexico Resident Business or New Mexico Resident Veteran's Business Certificate issued by the State Taxation and Revenue Dept. (if applicable), to qualify for application of the State Preference to the bid)**

**-Cost Proposal, Page(s) 18**

**-Acknowledge Receipt of Amendments (if any) , Page 19**

**-Exceptions to Specifications, Page 20**

**-A current IRS Form W-9**

## EXCEPTIONS TO SPECIFICATIONS

CITY OF GALLUP  
PURCHASING

**FORMAL BID NO. 1310**

IN THE INTEREST OF FAIRNESS AND SOUND BUSINESS PRACTICE, IT IS MANDATORY THAT YOU STATE ANY EXCEPTIONS TAKEN BY YOU TO OUR SPECIFICATIONS.

IF YOUR BID DOES NOT MEET ALL OF OUR SPECIFICATIONS, YOU MUST SO STATE ON THE SPACES PROVIDED BELOW. ATTACH ADDITIONAL PAGES AS NECESSARY.

[illegible]

IF YOUR BID DOES NOT MEET OUR SPECIFICATIONS, AND YOUR EXCEPTIONS ARE NOT LISTED ABOVE IN THE SPACES PROVIDED, THE CITY OF GALLUP MAY DISREGARD YOUR BID.

SIGNED: \_\_\_\_\_  
I DO MEET SPECIFICATIONS

I DO NOT MEET SPECIFICATIONS AS LISTED IN  
THIS BID; EXCEPTIONS ARE NOTED ABOVE

**(SIGN ONE OF THE ABOVE)**